

FOREDESTINE

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July 25, 2008

The 2001 Frederick DeMatteis Revocable Trust
Attention: Nancy DeMatteis, Donald M. Schaeffer,
Stanley Sirote and Ronald L. Gallatin, Trustees
c/o The DeMatteis Trusts
1230 Reckson Plaza
12th Floor - West Tower
Uniondale, NY 11556-1230

Re: The 2001 Frederick DeMatteis Revocable Trust (the "Trust") and
the DeMatteis FLP Assets LLC (the "DeMatteis LLC")/ Broad Market Prime
Series ("Broad Market") and Select Equities Series ("Select Equities") of
Foredestine Series Fund, LLC (the "Foredestine LLC")

Dear Trustees of The 2001 Frederick DeMatteis Revocable Trust:

The undersigned, (i) as Manager of Broad Market (the "Broad Market Manager") and
(ii) as Manager of Select Equities (the "Select Equities Manager") hereby agrees as follows to
induce the Trust and the DeMatteis LLC (acting by the Trust in the Trust's capacity as Manager)
to invest in and become a Member of Broad Market and Select Equities, and in consideration
thereof (with the understanding that the Trust and the DeMatteis LLC, together sometimes
hereinafter referred to as the "Investors" or singly as an "Investor", will be relying on such
agreement and with the intention that the Trust and the DeMatteis LLC shall have a legal right
to enforce the terms hereof as contractual obligations, as applicable, of the Broad Market
Manager and Select Equities Manager):

1. In the event that an Investor exercises any right to request a withdrawal with respect to
its investment in Broad Market the Broad Market Manager shall either (i) within
three (3) business days following such request (or within such shorter period as shall
be the shortest period reasonably necessary for such purpose) make a corresponding
withdrawal request (or otherwise take such actions as are required to exercise a
corresponding right of withdrawal) with respect to Broad Market's investment in any
"Underlying Funds", as defined in the Foredestine Series Fund, LLC Operating
Agreement dated July 1, 2008, so as to allow funding of the withdrawal request by
the Investor with assets withdrawn from an Underlying Fund and

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shall take such other actions as are reasonably necessary to promptly accomplish and satisfy such requested withdrawal by the Investor or (ii) in lieu of the procedure agreed to in clause (i) hereof, the Broad Market Manager may utilize other sources of liquidity to promptly accomplish and satisfy such requested withdrawal by the Investor within the time period specified by such Operating Agreement without regard to any right by the Broad Market Manager under such Operating Agreement to suspend or delay payment, or any similar right (and the Broad Market Manager agrees not to exercise any such right so as to suspend or delay payment of a requested withdrawal it proposes to satisfy in accord with clause (ii) hereof or which it is able to satisfy pursuant to the procedure specified in clause (i) hereof).

2. ~~In the event that an Investor exercises any right to request a withdrawal with~~ respect to its investment in Select Equities the Select Equities Manager shall either (i) within three (3) business days following such request (or within such shorter period as shall be the shortest period reasonably necessary for such purpose) make a corresponding withdrawal request (or otherwise take such actions as are required to exercise a corresponding right of withdrawal) with respect to Select Equities' investment in any "Underlying Funds", as defined in the Foredestine Series Fund, LLC Operating Agreement dated July 1, 2008, so as to allow funding of the withdrawal request by the Investor with assets withdrawn from an Underlying Fund and shall take such other actions as are reasonably necessary to promptly accomplish and satisfy such requested withdrawal by the Investor or (ii) in lieu of the procedure agreed to in clause (i) hereof, the Select Equities' Manager may utilize other sources of liquidity to promptly accomplish and satisfy such requested withdrawal by the Investor within the time period specified by such Operating Agreement without regard to any right by the Select Equities' Manager under such Operating Agreement to suspend or delay payment, or any similar right (and the Select Equities Manager agrees not to exercise any such right so as to suspend or delay payment of a requested withdrawal it proposes to satisfy in accord with clause (ii) hereof or which it is able to satisfy pursuant to the procedure specified in clause (i) hereof).

Very truly yours,

Foredestine Series Fund, LLC

By: 

Name: Robert Schutman

Title: Managing Member